



**Montana Fish,
Wildlife & Parks**

INVITATION FOR BID THIS IS NOT AN ORDER

Department of Fish, Wildlife & Parks
Purchasing Unit
930 West Custer Avenue
P. O. Box 200701
Helena, Montana 59620-0701
Phone: (406) 444-2428
Fax: (406) 443-5653

Company Name/Address: (correct any errors)

Bid No.: FWP 020083

Bid Title: Chemical Weed Control

Pages: 1-10

BIDS will be received and publicly opened at **2:00 p.m.** on:

Friday, March 8, 2002

Issued by:

Mary Wiederhold, Purchasing Officer

**MARK FACE OF BID ENVELOPE UNDER YOUR RETURN
ADDRESS WITH THE FOLLOWING:**

FWP 020083
03/08/02

RETURN YOUR BID TO:

Department of Fish, Wildlife & Parks
930 West Custer Avenue
P.O. Box 200701
Helena, MT 59620-0701

SPECIAL INSTRUCTIONS: BIDS will be received and publicly opened at:

Department of Fish, Wildlife & Parks (Warehouse)
930 West Custer Avenue
Helena, MT 59620

PLEASE COMPLETE

Delivery Date:

Payment Terms: Net 30 Days

Company Name/Address: (if different)

Phone: ()

Fax: ()

Bidder Name:
(please print)

Federal I.D.
No.:

Signature of
Bidder:

**IMPORTANT
SEE STANDARD TERMS & CONDITIONS**

Standard Terms and Conditions

By submitting a bid, proposal, or limited solicitation, or acceptance of a contract, the vendor agrees to the following binding provisions:

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS: Any business entity, domestic or foreign, intending to transact business in Montana must apply for authority to do so with the Montana Secretary of State. Foreign business entities are obligated to determine whether they are transacting business in Montana, in accordance with sections 35-1-1026 and 35-8-1001, MCA, and if so, must apply for and receive a certificate of authority and continue to be in good standing with the Secretary of State for the duration of the contract. Violation of these requirements may void the contract. Proof of authority is required. Questions or registration may be accomplished by contacting the Secretary of State at (406) 444-3665 or by e-mail at <http://sos.state.mt.us/css/index.asp>.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the Fish, Wildlife & Parks. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will not accepted for invitations for bids.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

INTELLECTUAL PROPERTY: All patents and other legal rights in or to inventions arising out of activities funded in whole or in part by the contract must be available to the State for royalty-free and nonexclusive licensing. The contractor shall notify the State in writing of any invention conceived or reduced to practice in the course of performance of the contract. The State shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted, the State is allowed 30 days to pay such invoices.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see www.discoveringmontana.com/doa/ppd under Reciprocal Preference.

REFERENCE TO CONTRACT: The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

Revised 12/01

I. INTRODUCTION

The Montana Department of Fish, Wildlife and Parks (FWP) is contracting for chemical (herbicide) weed control at selected State Parks (SP) and Fishing Access Sites (FAS) within the Missoula Management Area of the FWP Region 2 Parks Division for the period April 1, 2002 through March 31, 2003.

Specific site information with respect to location, approximate acreage and priority listing is attached to this document. The list is by drainage, with sites listed in the order they would appear as traveling down the drainage. However, depending on budget restrictions and conditions, some sites may not be sprayed. Acres available to be sprayed may have to be adjusted from site to site to accommodate unpredictable field conditions.

II. GENERAL INFORMATION AND REQUIREMENTS

A. INSURANCE REQUIREMENT

1. COMMERCIAL GENERAL LIABILITY

General Requirements: The contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the performance of the work by the contractor, agents, employees, assigns, or subcontractors. The insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: The contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The contractor shall purchase and maintain Occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate per year, from an insurer with a Best's Rating of not less than A-.

This certificate MUST name FWP as an additional insured under the contractors' policy including the contractor's general supervision, products, premises and automobiles used.

A Certificate of Insurance, indicating compliance with the required coverages, must be filed with the FWP Purchasing Unit within (10) working days of Notice of Award.

Contracts WILL NOT be issued to contractors who fail to submit the insurance certification.

2. WORKERS' COMPENSATION/INDEPENDENT CONTRACTORS EXEMPTION

The contractor is required to supply the State Procurement Bureau with proof of Workers' Compensation Insurance or Independent Contractors Exemption covering the contractor while performing work for the State of Montana. (Ref: Section 39-71-120/401/405, MCA) Neither the contractor nor its employees are employees of the State. The proof of insurance/exemption must be valid for the entire contract period and must be received by the State Procurement Bureau within ten (10) working days of the Request for Documents Notice.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446.

3. REQUIRED LICENSES

FWP requires all contractors to provide proof of meeting all Montana Department of Agriculture licensing requirements for chemical application. This would include all personnel working for the contractor. All contractors must comply with the Montana Pesticides Act (MCA 80-8) and all pesticides to be utilized must be registered with the Montana Department of Agriculture.

III. CONTRACT RENEWAL

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be extended in one (1) year intervals for a period not to exceed one (1) additional year.

Contract renewals **may** allow for a price increase of zero to five percent (0-5%), at FWP's discretion and dependent upon available funding. Contractor may be required to justify price increase requests. Price increase requests will be reviewed **only** at the time of contract renewal.

IV. GENERAL OVERVIEW

1. FWP has established a list of sites which require chemical weed control within the Missoula Management Area of Region 2. Specific site information with respect to location, approximate acreage and priority listing is attached to this document. The listing is by drainage, with sites listed in the order they would appear as traveling down the drainage. FWP recognizes that the sites are varied in size and location; thus it is recommended that potential bidders visit the sites prior to bidding. Directions to sites may be obtained by contacting the FWP Region 2 Headquarters at 3201 Spurgin Road in Missoula, MT or by calling (406) 542-5524.

Note: This list is a tentative list; adjustments of sites or acres may have to be adjusted due to unpredictable field conditions or budget constraints.

A. TARGET SPECIES

1. FWP has targeted (but not limited to) the following weed species for chemical application for purposes of this Invitation for Bid (IFB). It is probable other weed species would have to be negotiated into coverage with the selected contractor.

- a. Knapweed, Leafy Spurge, Mullein, Thistle, Dandelion, Toadflax, Cinquefoil, St. Johns Wort, Hounds Tongue, Larkspur, Oxeye Daisy, Purple Loosestrife, and Whitetop. Any soil sterilization will target all vegetation in parking lots, road edges and around barriers.

B. CHEMICALS

1. The chemical(s) to be used at each site will be in compliance with the FWP Region 2 Weed Management Plan, which is available for inspection at the Region 2 Headquarters, 3201 Spurgin Road, Missoula, MT from Doug Frazier at (406)542-5524. The selected contractor will be given a copy of the plan to have available throughout the contract. The contractor in consultation with FWP will have the responsibility to select the proper chemical for use at each site, taking into consideration such factors as: weed infestations, terrain, soil types, surrounding vegetation, water sources, recreation users, wildlife, domestic animals and chemical effectiveness.
2. Single use or combination of the following chemicals would be acceptable under specific site conditions detailed in the R2 Weed Management Plan:
 - a. 2,4-D Amine
 - b. Tordon
 - c. Weedar 64
 - d. Transline
 - e. Plateau
 - f. Arsenal
 - g. Vista
 - h. Roundup
 - i. Sahara
 - j. Rodeo
 - k. Glypro
 - l. Glypro Plus
 - m. Escort
 - n. Krenite
3. Contractor will be required to supply the chemical and spreader sticker as needed.

C. SPRAYING METHODS

1. The R2 Weed Management Plan provides general guidance for herbicide application at individual sites. Contractor will select the best approved method for application of chemicals. Contractor must also consider the site access, terrain and nature of the infestation in determining which application method would be most advantageous.

D. DUTIES AND GUIDELINES

1. The selected contractor will be required to apply chemicals for the control of weeds in Region 2 State Parks and Fishing Access Sites. All applications must be done by a licensed applicator and comply with all rules and regulations set forth in the Montana Pesticides Act. All applications and chemicals must conform to the R2 Weed Management Plan.

E. EQUIPMENT AND MATERIALS

1. The selected contractor will provide all chemicals, equipment, tools, vehicles, safety gear and water supply for mixing of chemicals. Water for mixing CANNOT be obtained from the site wells. Contractor must carry and have available methods to cleanup and control spills if they should occur.

F. POSTING

1. If Missoula County requires re-posting of sites to be sprayed, FWP will comply. Sprayed areas will be posted immediately upon completion by the contractor, indicating the site has been sprayed, including date and type of herbicide used. These must be posted in a visible manner close to entrances of the sites. No smaller than 8 inch square and very readable.

G. APPLICATION GUIDELINES

1. If possible most chemical applications should be performed in the morning or evening hours, and in such a manner as not to interfere with anglers, campers and recreational users. Preferred spraying time is during morning hours. To avoid these conflicts No spraying will be allowed on Friday afternoons, Saturdays, Sundays or Holidays. All spraying shall be done according to product labels and manufacturer's recommendations. Wind velocity CANNOT exceed ten (10) miles per hour, and nozzle pressure CANNOT exceed 30 PSI. No spraying shall be done in rain or raining conditions. Contractor is responsible for monitoring weather conditions and must apply chemicals only when favorable weather conditions exist. Contractor and all personnel must wear appropriate safety gear including, but not limited to gloves, eye and head protection, rubber boots and respirators.

H. SITE REQUIREMENTS

1. Each contractor should visit the job site(s) to become fully aware of the conditions relating to the project and the labor requirements. Failure to do so will not relieve the successful contractor of their obligations to furnish all materials and labor necessary for contract compliance. Contractor shall make all necessary arrangements to protect the work, adjacent property and the public in all phases of site work. The selected contractor will be required to keep the sites free from debris and accumulation of waste as well as remove all equipment, tools and materials upon job completion.

I. WORK ACCEPTANCE/COMPLIANCE

1. FWP personnel will inspect sites and determine if the work was completed according to terms and conditions set forth in this IFB. Assessment of target species affected or killed will be evaluated by FWP or designee. A minimum of 80% sprayed to kill ratio will be used to determine satisfactory completion. Application records must be provided to FWP and approved prior to payment. Contractor must submit an invoice with total acres sprayed and total cost of the contract within seven (7) days after contract is completed.

2. All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance. Contractor shall respond within seven (7) calendar days after notice of defects has been given by FWP and proceed to immediately remedy all defects. Contractor must re-spray any missed weed at no additional cost to FWP. Shall contractor fail to remedy the defects within the allotted time frame; FWP will not submit payment for work left unsatisfactory or unfinished. Contractor will be liable for any damages caused to FWP property or adjacent landowners property while performing the duties outlined in this IFB.

J. RECORDS

1. Contractor will supply FWP with records and/or documentation of methods, quantities, chemicals used and application rates for each site sprayed upon completion of the job. Records must also include acreage covered per site and cost to spray each site. Contractor shall maintain access to all phases of contract permitting inspection by FWP upon request.

K. COMMUNICATION

1. Contractor is required to make daily contact with FWP Liaison or other parties designated by FWP for communication as to location of spraying projects, arrangements of field inspections and project compliance. This communication must be made either in person or via telephone conversation with FWP liaisons or designees. Voice Mail recordings will not be considered communication and will be held as a violation of the terms and conditions of this IFB and will be used as cause for contract cancellation.
2. Communication will require the contractor to provide some form of "field communication" such as a Cell Phone, Mobile Radio or Paging System. This communication is necessary so as to enable FWP employees to respond to public concerns of the projects, accidents, inspections and application verifications. Daily communication will commence when the selected contractor begins spraying.
3. Contractor must notify FWP, by methods outlined above, five days prior to commencing of the contract and/or field spraying activity.

V. AWARD PROCESS

Award will be made to one (1) contractor whose low bid meets all terms, conditions, requirements and specifications of Invitation For Bid FWP 020083.

VI. QUOTE SECTION

Provide labor, equipment, material and incidental as required to perform chemical weed control for Region 2 per the above requirements.

Total cost per acre: \$ _____
Total cost of approximately 200 acres \$ _____

Drainage Site	Location	Approximate Acres
CLARK FORK		
KOHR'S BEND FAS	5 MILES W OF DEERLODGE	5
BEAVERTAIL POND FAS	26 MILES SE OF MISSOULA	10
BEAVERTAIL HILL SP	26 MILES SE OF MISSOULA	8
MULLAN ROAD FAS	4 MILES W OF MISSOULA	5
COUNCIL GROVES SP	7 MILES W OF MISSOULA	10
DEEP CREEK FAS	12 MILES NW OF MISSOULA	10
FRENCHTOWN SP	2 MILES W OF FRENCHTOWN	10
ERSKINE FAS	3 MILES W/S OF FRENCHTOWN	15
CYR FAS	EXIT 70 I-90 W OF ALBERTON	5
ST JOHNS FAS	3 MILES E OF EXIT 70 I-90 W OF ALBERTON	5
TARKIO E FAS	EXIT 66 I-90 W OF ALBERTON	5
QUARTZ FAS	EXIT 61 I-90 W OF ALBERTON THEN 3 MILES	3
FOREST GROVE FAS	EXIT 61 I-90 W OF ALBERTON THEN 4 MILES	4
DRY CREEK FAS	5 MILES W OF SUPERIOR	5
BITTERROOT		
FLORENCE BRIDGE FAS	17 MILES S OF MISSOULA	4
POKER JOE FAS	19 MILES S OF MISSOULA	5
BASS CREEK FAS	21 MILES S OF MISSOULA	10
FORT OWEN SP	STEVENSVILLE	1
BELL X FAS	2 MILES N OF VICTOR	5
WOODSIDE FAS	WOODSIDE	2
DEMMONS FAS	HAMILTON	3
COOPER FAS	17 MILES S OF HAMILTON	3
HANNON FAS	17 MILES S OF HAMILTON	5
PAINTED ROCKS SP	50 MILES S OF HAMILTON	5
BLACKFOOT		
BROWNS LAKE FAS	11 MILES SE OF OVANDO	5
CEDAR MEADOW FAS	10 MILES S OF OVANDO	3
MONTURE CREEK FAS	39 MILES E OF BONNER	13
UPSATA LAKE FAS	42 MILES E OF BONNER	5
RUSS GATES FAS	37 MILES E OF BONNER	10
HARPERS LAKE FAS	37 MILES E OF BONNER	10
CLEARWATER CROSSING FAS	35 MILES E OF BONNER	5
RIVER BEND FAS	34 MILES E OF BONNER	3
JOHNSRUD FAS	11 MILES E OF BONNER	3
TOTAL ACRES		200 A CRES

***FISHING ACCESS SITES (FAS)**

***STATE PARK (SP)**